LETTERS†

Concerning Inactive Duty Training: Medical Department Reserve Officers.

(COPY)

HEADQUARTERS NORTHERN CALIFORNIA MILITARY DISTRICT
PRESIDIO OF SAN FRANCISCO, CALIFORNIA

October 28, 1941.

Subject: Inactive Duty Training, Medical Department Officers, 1941-42.

To All Medical, Dental, Veterinary, Sanitary and Medical Administrative Officers in the Northern California Military District.

1. In keeping with the policy of the War Department, for inactive duty training, during the school year 1941-42, all medical department reserve officers are enjoined to participate with the view in mind to increase their military knowledge. In this connection attention is invited to the fact that the Combined East and West Bay Special Medical School meets once a month:

Place: Building 612 (usual classroom) Presidio of San Francisco, California.

Date: Third Tuesday of each month.

Hours: 7:30 p. m. to 9:30 p. m.

2. Programs are arranged in advance, and excellent speakers are obtained. Lecture, conference and applicatory methods are used and from time to time visual methods are also employed. In these days of national emergency no officer concerned can afford to miss the available instructions.

3. Due consideration has been given to your busy personal program; however, today military obligations have priority. Concerned officers not yet called to active duty should set aside without fail the evening of the *third Tuesday* of each month for the 1941-42 school year, and officers now on active duty who can attend without interfering with their duties are cordially invited to be present.

(Signed) HAROLD R. HENNESSY,
Major, Medical Corps Unit Instructor.

Concerning California Laws in re Foreign Medical Graduates.*

(COPY)

BOARD OF MEDICAL EXAMINERS: STATE OF CALIFORNIA

San Francisco, California,
October 7, 1941.

Yours of October 3, re Dr. ———, Foreign Medical School Graduate.

Dear Doctor:

This will acknowledge receipt of your letter written in behalf of Dr. ———, who you state is a graduate of a medical college in Czecho-Slovakia.

The 1941 legislature passed Chapter 751, Statutes 1941, wherein, among other requirements exacted of foreign medical school graduates, is one reading in part as follows:

"If the applicant is not a citizen of the United States (it will be necessary for him to show satisfactory evidence that) the country in which he has been admitted to practice medicine and surgery will admit to practice therein citizens of the United States, upon proof of prior admission to practice medicine and surgery in some state of the United States, or upon proof of matters similar to those required in this section for graduates of foreign medical schools."

If Dr. ——— is able to show satisfactory evidence of the requirements mentioned above, it will then be necessary for him to complete a one-year rotating internship in a hospital approved for the training of interns anywhere in the United States.

Trusting that this is the information you desire, believe me

Very truly yours,
C. B. PINKHAM, M. D.,
Secretary-Treasurer.

Concerning Official Agencies in Civilian Defense.*

(COPY)

Executive Office of the President
OFFICE FOR EMERGENCY MANAGEMENT
WASHINGTON, D. C.

OFFICE OF CIVILIAN DEFENSE
233 Sansome Street, San Francisco
Telephone: EXbrook 2751

October 1, 1941.

To the Editor:—I am enclosing a copy of Doctor Baehr's letter and the joint statement of the Office of Civilian Defense and the Red Cross. We would appreciate your printing any or all of it in CALIFORNIA AND WESTERN MEDICINE. Doctor Baehr thought the second paragraph of his letter, without the introductory phrase, would be sufficient, but you can use your own judgment. Use as much or as little of it as you see fit.

Your outline of the Los Angeles preparedness for disaster interests me a great deal. I feel that I could profitably study their plan with the thought in mind that much of it might be adopted by other cities. Doctor Baehr was of the same opinion and has requested that I make a full report on the Los Angeles plan. Perhaps you could advise me who I should see there to direct my study. I would appreciate any help you can give me in this matter.

Cordially,

(Signed) WALLACE D. HUNT, M. D.,
Regional Medical Officer.

(COPY)

OFFICE OF CIVILIAN DEFENSE
WASHINGTON, D. C.

September 22, 1941.

To Chairmen, State Defense Councils
Attention: Health and Medical Committees

Numerous requests have been received by the Medical Division of the Office of Civilian Defense from Health and Medical Committees of state and local defense councils for a definition of the rôle of Red Cross Chapters in the local program. The enclosed statement, issued jointly on September 4 by the U. S. Director of Civilian Defense and the Chairman of the American National Red Cross, supplies this information. I would request that this joint statement be transmitted to your local defense councils and local Chiefs of Emergency Medical Service.

According to this statement, the state and local defense councils are the official agencies responsible for the coordination of all available resources which may be required for civilian protection in the event of belligerent action. Defense councils should, therefore, acquaint themselves with the resources of the local Red Cross Chapters in providing food, clothing, shelter, nursing care, transportation, and other basic necessities and should integrate them into the comprehensive local program. Duplication of trained and experienced personnel and of available supplies

† CALIFORNIA AND WESTERN MEDICINE does not hold itself responsible for views expressed in articles or letters when signed by the author.

* Editor's Note: The Board of Medical Examiners of the State of California issues a leaflet (Form 173) with "Instructions to Graduates of Foreign Medical Schools."

* For editorial comment, see page 226.

of the Red Cross should be avoided except where supplementation is essential to meet the anticipated needs of the community.

Very truly yours,

(Signed) GEORGE BAEHR, M. D.,
Chief Medical Officer.

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(COPY)

The Director of the Office of Civilian Defense and the Chairman of the American National Red Cross recently issued the following joint statement to clarify the responsibilities of the two agencies in civilian defense activities.

1. The Office of Civilian Defense is the official Government agency "to assure effective coördination of federal relations with state and local governments engaged in defense activities, to provide for necessary coöperation with state and local government in respect to measures for adequate protection of the civilian population in emergency periods, to facilitate constructive civilian participation in the defense program, and to sustain national morale." (See "Local Organization for Civilian Protection," issued by the U. S. Office of Civilian Defense, July 17, 1941.)

2. The American National Red Cross is the responsible agency for relief of suffering caused by disaster, both in peacetime and in the national defense emergency, by providing food, clothing, shelter, medical and nursing care, and other basic necessities. Therefore, Red Cross Disaster Relief Service, nationally and in local chapters, will serve in emergency care and rehabilitation of individuals and families suffering from disaster caused by belligerent action during the national defense emergency in coöperation with governmental agencies—national, state, and local. In rescue work and emergency medical service caused by belligerent action by which the Office of Civilian Defense assumes leadership and responsibility, the Red Cross will make its services available as needed. (See "Disaster Preparedness and Relief—Manual for Chapters," ARC 209, issued by the American Red Cross.)

3. The Red Cross "acts as a medium of communication between the people of the United States of America and their Army and Navy." Cases of active service and ex-service men and their families should be referred to the Red Cross, which is responsible for providing or securing the service and assistance needed. In carrying out these services the Red Cross makes maximum use of other community resources.

4. Training of Office of Civilian Defense workers in first aid and nurse's aide service is provided by the Red Cross through its programs of training in first aid and nurse's aide courses. The recognized service of the Red Cross in training industrial workers and others in first aid is drawn upon.

5. The Red Cross, through its chairman as a member of the Civilian Protection Board, has made available all of its services as needed by the Office of Civilian Defense, both national and local.

6. Councils of Defense and Red Cross Chapters in their civilian defense activities should develop their local plans of coöperation in accord with this joint statement of responsibility.

(Signed) F. H. LAGUARDIA,
U. S. Director, Civilian Defense.
NORMAN H. DAVIS,
Chairman, American National Red Cross.

MEDICAL JURISPRUDENCE†

By HARTLEY F. PEART, ESQ.
San Francisco

Releases: Effect of Release Given by Injured Employee to Employer and Insurance Carrier; Release Does Not Preclude Malpractice Action

It is a general rule of law that a release given by an injured person to one of several persons jointly causing his injury has the effect of releasing all persons. Usually the rule is stated as follows: "The release of one joint tort feasor releases all." As so-called malpractice actions are tort actions, it follows that where more than one person is claimed to have caused injury to a patient, a release given to one releases all. (For a more detailed discussion, see CALIFORNIA AND WESTERN MEDICINE, August, 1938, p. 171.)

The following is a hypothetical case illustrating the foregoing rule: Mr. X undergoes a major operation at the White Hospital (not a charitable hospital); surgery is performed by Dr. A, who is assisted by several nurses employed by the hospital. One nurse neglects properly to count the sponges, resulting in a sponge being left in the patient's body. Assuming negligence, the persons liable would be Dr. A, as the surgeon, the nurse, and the White Hospital. If the patient, Mr. X, should sign a written release releasing the nurse, such release would also have the effect of releasing both the physician and the hospital.

A far different situation is present in those instances in which negligence is involved in the treatment of an employee injured during the course of his employment. An injured employee has, of course, a right to claim compensation under the Workmen's Compensation Act against his employer and his employer's insurance carrier. Under the Compensation Act, if the original injury is aggravated because of medical treatment furnished at the expense of the employer or his insurance carrier, the injured employee may claim additional compensation for such aggravated injury.

Assuming that an injured employee is negligently treated by a physician selected by his employer's insurance carrier, and assuming that such treatment aggravates the original injury, then the question arises: If the injured employee releases his employer and insurance carrier from liability under the Workmen's Compensation Act, does such release also operate as a release of the physician?

In *Smith* vs. *Coleman,* 46 A. C. A. 560, decided August 15, 1941, the foregoing question was answered in the negative. In that case the defendant physician had treated a fractured little finger which had been injured during the course of plaintiff's employment. The plaintiff had claimed compensation before the Industrial Accident Commission and had settled his claim, giving his employer and employer's insurance carrier a written release. He then commenced a malpractice action against the physician, alleging negligent treatment of the fractured finger. The physician claimed that the release given to the employer and insurance company operated as a release of any claim for malpractice as against him. The District Court of Appeal rejected this contention and stated:

> The present action is not a claim under the Workmen's Compensation and Safety laws. The release was effective only as to plaintiff's employer and the insurance carrier, and did not bar his action against defendant for the separate and subsequent injury which was caused by defendant's malpractice.

The decision of the Court was based upon the fact that the physician and the employer and insurance carrier were not *joint* tort feasors. The employer and insurance carrier were not in any manner liable in tort for the act of the physician. Their liability was one for compensation under the Workmen's Compensation Act, which is a special liability not dependent upon negligence or wrong. Accordingly, the release of the employer and insurance carrier was not a release of a liability for tort and, hence, could not inure to the benefit of the physician, whose liability, if any, was necessarily a tort liability.

† Editor's Note.—This department of CALIFORNIA AND WESTERN MEDICINE, presenting copy submitted by Hartley F. Peart, Esq., will contain excerpts from and syllabi of recent decisions and analyses of legal points and procedures of interest to the profession.